

AMENDMENT NO. _____
to the
WIRELESS INTERCONNECTION AGREEMENT –WISCONSIN
by and between
AMERITECH WISCONSIN
AND
TELECORP COMMUNICATIONS, INC.

This Amendment No. ____ to the Wireless Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the “**Amendment**”) is dated as of _____, 2001, by and between Ameritech Wisconsin (“Ameritech”) and TeleCorp Communications, Inc. formerly known as INDUS, Inc., with its principal offices at 1010 N. Glebe Road, Suite 800, Arlington, VA 22201 (“TeleCorp Communications, Inc.”).

WHEREAS, Ameritech and INDUS, Inc. (“INDUS, Inc.”) are the parties to that certain “Wireless Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996” which was Approved on or about August 31, 1998 (the “Agreement”); and

WHEREAS, INDUS, Inc. has changed its name to “TeleCorp Communications, Inc.”, and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Ameritech and TeleCorp Communications, Inc. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from “INDUS, Inc.” to “TeleCorp Communications, Inc.”
2. Ameritech shall reflect that name change from “INDUS, Inc.” to “TeleCorp Communications, Inc.” only for the main billing account (header card) for each of the accounts previously billed to INDUS, Inc. Ameritech shall not be obligated, whether under this Amendment or otherwise, to make any other changes to Ameritech’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, TeleCorp Communications, Inc. affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by INDUS, Inc. with Ameritech for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

3. Once this Amendment is effective, TeleCorp Communications, Inc. shall operate with Ameritech under the “TeleCorp Communications, Inc.” name for those accounts. Such operation shall include, by way of example only, submitting orders under TeleCorp Communications, Inc., and labeling (including re-labeling) equipment and facilities with TeleCorp Communications, Inc.
4. This Amendment shall be effective upon approval by the Public Utilities Commission of Wisconsin.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

TeleCorp Communications, Inc.

***Ameritech Wisconsin**

**By: SBC Telecommunications, Inc., its
Authorized Agent**

By: _____

By: _____

Title: _____

Title: President - Industry Markets

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Date: _____

Date: _____

AECN/OCN: _____

* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, Ameritech Wisconsin does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. Ameritech Wisconsin further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-bound Traffic* (the "ISP Inter-carrier Compensation Order.") By executing this Amendment and carrying out the inter-carrier compensation rates, terms and conditions herein, Ameritech Wisconsin does not waive any of its rights, and expressly reserves all of its rights, under the ISP Inter-carrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Ameritech Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.